# Transport for London

# Call-Off Contract

**Framework Number:**     ITC11445 – Reseller and Associated Services
**Request Form Number:**  ICT12824

**THIS CALL-OFF CONTRACT** is made 29 November 2017.

**BETWEEN:**

(1)     Transport for London (**"Contracting Body"**); and

(2)     Computacenter (UK) Limited, a company registered in England and Wales (Company Registration Number 01584718 whose registered office is at Hatfield Avenue, Hatfield, AL10 9TW (**"the Service Provider"**).

**RECITALS:**

A.  The Contracting Body and the Service Provider have entered into an agreement dated August 2014 which sets out the framework for the Service Provider to provide certain Deliverables to the Contracting Body or the Contracting Body (**"the Framework Agreement"**).

B.  The Contracting Body wishes the Service Provider to provide the specific Deliverables described in this Call-Off Contract pursuant to the terms of the Framework Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Deliverables on those terms and conditions set out in the Call-Off Contract.

**THE PARTIES AGREE THAT:**

**1.  CALL-OFF CONTRACT**

1.1 The terms and conditions of the Framework Agreement shall be incorporated into this Call-Off Contract.

1.2 In this Call-Off Contract the words and expressions defined in the Framework Agreement shall, except where inconsistent with the context requires otherwise, have the meanings given in the Framework Agreement.  In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

**2.  DELIVERABLES**

2.1 The Deliverables to be supplied by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.

2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Call-Off Contract and the Deliverables to be provided and that it has made all appropriate and necessary enquiries to enable it to provide the Deliverables under this Call-Off Contract.  The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Framework Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Deliverables to be provided.  The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator and Commercial Manager any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.

2.3 The timetable for any Deliverables to be provided by the Service Provider and the corresponding Milestones (if any) and Key Milestone Dates (if any) and Implementation Plan (if any) are set out in Attachment 1.  The Service Provider must provide the Deliverables in respect of this Call-Off Contract in accordance with such timings and the Service Provider must pay liquidated damages in accordance with the Framework Agreement of such an amount as may be specified in Attachment 1.  The Service Provider shall be liable for the ongoing costs of providing Deliverables in order to meet a Milestone and Key Milestone Dates. [Time shall be of the essence in relation to the Key Milestone Dates] where stated in the Implementation Plan.]

2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Deliverables provided to the Contracting Body under this Call-Off Contract.

## 3.  CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to the provisions of the Framework Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Framework Agreement.

## 4.  CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Framework Agreement. The Service Provider shall submit invoices in accordance with the Framework Agreement and the Charges shall be paid in accordance with this Call-Off Contract.

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## 5. CALL-OFF CO-ORDINATOR / COMMERCIAL MANAGER AND KEY PERSONNEL

The Contracting Body's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

**SIGNED**
For and on behalf of Computacenter (UK) Limited

Signature: ███████████████████

Name: ███████████████████

Title: ███████████████████

Date: ███████████████████

**SIGNED**
For and on behalf of Transport for London

Signature: ███████████████████

Name: ███████████████████

Title: ███████████████████

Date: ███████████████████

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## Deliverables to be provided and associated information

1. **Deliverables**

   Please see detailed breakdown of Red Hat licence subscriptions in Appendix 1.

2. **Timetable**

   Commencement date: 30 November 2017

   Call-Off Term: 30 November 2017 – 31 March 2021 (see appendix 1 for details)

   Attach Project Plan (if any) (including Milestones if applicable)

3. **Authority Call-Off Co-ordinator**

   Name:
   Phone:
   Email:

4. **Other information or conditions**

   The Manufacturer's (Red Hat) End User Licence Agreement (EULA) applies to this Call-Off contract – see Appendix 2.

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## Service Provider's Proposal

Total price summary

|  | End Date | Price £ |
|---|---|---|
| **Part A) esubs client licences** | 31-Mar-21 | ██████ |
| **Part B) Licence renewals** | 31-Mar-21 | ██████ |
| **Part C) RAC Servers** | 31-Mar-21 | ██████ |
| **Total** | 31-Mar-21 | ██████ |

Please see the Red Hat detailed licence subscriptions and price breakdown in Appendix 1
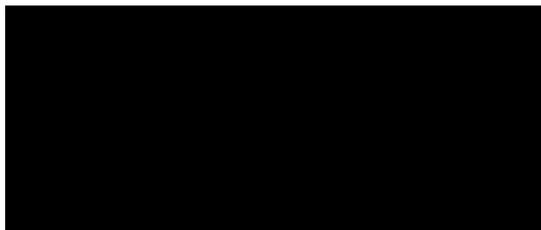
## 1. Charges

Upfront payment of £████████

## 2. Key Personnel (If applicable)

The Service Provider's Key Personnel (include grades and areas of responsibility) – Not Applicable

## 3. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

████████████████████

## 4. Proposed completion date

Red Hat licence subscriptions and support expires 31 March 2021

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## Special Conditions for Call-Off Contract

1. The Manufacturer's (Red Hat) End User Licence Agreement (EULA) applies to this Call-Off contract (see Appendix 2)

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**Change Control Procedures**

1.     **Principles**

1.1     Where the Contracting Body or the Service Provider sees a need to change any of the Deliverables, the TfL Group's Service Manager may at any time request, and the Service Provider's Service Manager may at any time recommend, such amendment only in accordance with the formal Change Control Procedure (**"CCP"**) as set out at paragraph 2**.**

1.2     Neither Party shall unreasonably withhold its agreement to any amendment (which includes not recommending changes to any Deliverables which are not reasonably necessary).

1.3     Until such time as an amendment to the Deliverables is made in accordance with this Change Control Procedure, the Contracting Body and the Service Provider shall, unless otherwise agreed in writing, continue to perform the Services in compliance with its terms prior to such amendment.

1.4     Any discussions which may take place between the Contracting Body and the Service Provider in connection with a request or recommendation before the authorisation of a resultant amendment to the Deliverables shall be without prejudice to the rights of either Party.

1.5     Any work undertaken by the Service Provider which has not been otherwise agreed in accordance with the provisions of this Annex 1 shall be undertaken entirely at the expense and liability of the Service Provider.

2.     **Procedures**

2.1     Discussion between the Contracting Body and the Service Provider concerning an amendment to the Services shall result in any one of the following:

      2.1.1   no further action being taken;

      2.1.2   a request to amend the Services by the Contracting Body; or

      2.1.3   a recommendation to amend the Services by the Service Provider.

2.2     Where a written request for an amendment is received from the Contracting Body, the Service Provider shall, unless otherwise agreed, submit two (2) copies of a Change Control Note (**"CCN"**) signed by the Service Provider to the Contracting Body within seven days of the date of the request or such other period as the Service Managers shall agree (acting reasonably).

2.3 A recommendation to amend by the Service Provider shall be submitted direct to the Contracting Body in the form of two (2) copies of a CCN signed by the Service Provider at the time of such recommendation and the Contracting Body shall give its response within fourteen (14) days or such other period as the Service Managers shall agree (acting reasonably).

2.4 Each CCN shall contain:

    2.4.1  the title of the amendment;

    2.4.2  the originator and date of the request or recommendation for the amendment;

    2.4.3  the reason for the amendment;

    2.4.4  full details of the amendment including any specifications;

    2.4.5  the price, if any, of the amendment;

    2.4.6  a timetable for implementation together with any proposals for acceptance of the amendment;

    2.4.7  a schedule of payments, if appropriate;

    2.4.8  details of the likely impact, if any, of the amendment on other aspects of the Services including to:

        2.4.8.1   the timetable for the provision of the amendment;

        2.4.8.2   the personnel to be provided;

        2.4.8.3   the amended charges payable under the Services (as now amended);

        2.4.8.4   the Documentation to be provided;

        2.4.8.5   the training to be provided;

        2.4.8.6   working arrangements; and

        2.4.8.7   other contractual issues;

    2.4.9  the date of expiry of validity of the CCN; and

    2.4.10 provision for signature by the Contracting Body and by the Service Provider.

2.5 For each CCN submitted the Contracting Body shall, within the period of the validity of the CCN:

    2.5.1  allocate a sequential number to the CCN;

    2.5.2  evaluate the CCN and, as appropriate:

2.5.2.1    request further information, or

2.5.2.2    arrange for two (2) copies of the CCN to be signed by or on behalf of the Contracting Body and return one of the copies to the Service Provider; or

2.5.2.3    notify the Service Provider of the rejection of the CCN.

2.6    A CCN signed by the Contracting Body and by the Service Provider shall constitute an amendment to the Services and to the Framework Agreement and otherwise no amendment shall have been agreed.

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## Change Control Note - TEMPLATE

**Change Request No:** XX - ICTXXXX

**Agreement No:** ITC11445 – Reseller and Associated Services

**Date:** XXXX

**Title of Amendment:** XXXX

**Originator:** XXXX

**Authority Contact:** XXXX

The following change is requested to the Agreement identified above

| Change Request |
| :---: |
| *(to be completed by the client)* |

**Description of Change:**

**Reason/Justification:**

**Affected Area(s):**

**Price:**

**Timetable for implementation:**

**Schedule of Payments:**

**Details of likely impact, if any, of the amendment on other aspects of the Services-**

- the timetable for the provision of the amendment;

- the personnel to be provided;

- the amended charges payable under the Services (as now amended);

- the Documentation to be provided

- the training to be provided;

- working arrangements;

- other contractual issues.

Supplier Proposal attached for further information.

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I request that the described change be considered for inclusion in the Agreement.

Approved by the Originator:

Name  ...........................................................

Signature  ....................................................          Date  ........./........./........

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Approved by the Authority:

Name  ...........................................................

Signature  ....................................................          Date  ........./........./........

---

Approved by the Service Provider:

Name  ...........................................................

Signature  ....................................................          Date  ........./........./........

# Transport for London

**Appendix 1 – Red Hat licence subscriptions – detailed licence subscriptions and price breakdown**

Part A

| esubs client licenses | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| **For reference only** | | | | | | |
| | | | **Quantity** | | | |
| TRANSPORT FOR LONDON | RH0923296 | Red Hat Enterprise Linux Workstation, Premium | 500 | | | |
| | | | | | | |
| **Please quote for the following:** | | | | | | |
| | | | **Quantity** | **Start Date for RFQ** | **End Date** | **Price £** |
| TRANSPORT FOR LONDON | RH0923296 | Red Hat Enterprise Linux Workstation, Standard | 420 | 30-Nov-17 | 31-Mar-21 | |

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## Part B

| Name | Account Number | Ordered Item | Product Description | Quantity | Start Date for RFQ | End Date (3) | Price £ (3) | Contract#2 |
|---|---|---|---|---|---|---|---|---|
| TRANSPORT FOR LONDON | 1195634 | RH00008F3 | Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes) - 3 Year | 1 | 10-Mar-18 | 31-Mar-21 | | 10655815 |
| TRANSPORT FOR LONDON | 1195634 | MW0153748 | Red Hat JBoss Enterprise Application Platform, 16-Core Premium | 1 | 24-Jan-18 | 31-Mar-21 | | 11263037 |
| TRANSPORT FOR LONDON | 1195634 | RH00008F3 | Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes) - 3 Year | 3 | 24-Dec-17 | 31-Mar-21 | | 10824778 |
| TRANSPORT FOR LONDON | 1195634 | RH00008F3 | Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes) | 137 | 30-Nov-17 | 31-Mar-21 | | 10588979 |
| TRANSPORT FOR LONDON | 1195634 | RH00008 | Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes) | 44 | 30-Nov-17 | 31-Mar-21 | | 10624885 |
| TRANSPORT FOR LONDON | 1195634 | MCT0369 | Red Hat Satellite Capsule Server | 1 | 30-Nov-17 | 31-Mar-21 | | 10624885 |
| TRANSPORT FOR LONDON | 1195634 | RH00006 | Red Hat Enterprise Linux for Virtual Datacenters with Smart Management, Premium | 1 | 30-Nov-17 | 31-Mar-21 | | 10624885 |
| TRANSPORT FOR LONDON | 1195634 | RH00006F3 | Red Hat Enterprise Linux for Virtual Datacenters with Smart Management, Premium | 6 | 30-Nov-17 | 31-Mar-21 | | 10588979 |
| TRANSPORT FOR LONDON | 1195634 | MCT0369F3 | Red Hat Satellite Capsule Server | 5 | 30-Nov-17 | 31-Mar-21 | | 10588979 |
| TRANSPORT FOR LONDON | 1195634 | RH00008F3 | Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes) | 81 | 30-Nov-17 | 31-Mar-21 | | 10588979 |
| TRANSPORT FOR LONDON | 1195634 | MW2987463F3 | Red Hat JBoss Fuse Service Works without Management (Legacy), 16-Core Premium | 2 | 30-Nov-17 | 31-Mar-21 | | 10588979 |
| TRANSPORT FOR LONDON | 1195634 | MCT0370F3 | Red Hat Satellite | 1 | 30-Nov-17 | 31-Mar-21 | | 10588979 |
| TRANSPORT FOR LONDON | 1195634 | RH00026F3 | Resilient Storage | 2 | 30-Nov-17 | 31-Mar-21 | | 10588979 |
| TRANSPORT FOR LONDON | 1195634 | RH00008F3 | Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes) - 3 Year | 1 | 5-Jul-18 | 31-Mar-21 | | 10718693 |
| TRANSPORT FOR LONDON | 1195634 | RH00009F3 | Red Hat Enterprise Linux Server with Smart Management, Standard (Physical or Virtual Nodes) - 3 Year | 5 | 20-Apr-18 | 31-Mar-21 | | 10899261 |
| TRANSPORT FOR LONDON | 1195634 | RH00008F3 | Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes) - 3 Year | 3 | 5-Jul-18 | 31-Mar-21 | | 10410660 |
| TRANSPORT FOR LONDON | 1195634 | MW0196814RN | Red Hat JBoss Enterprise Application Platform, 16-Core Standard | 2 | 21-Mar-18 | 31-Mar-21 | | 10661883 |
| TRANSPORT FOR LONDON | 1195634 | RH00004 | Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes) | 5 | 30-Nov-17 | 31-Mar-21 | | 10899261 |
| | | | | | | **Total** | | |

Items highlighted yellow reflect the updated proposal (BAFO) received 23 November 2017 – these items now have the "smart management" component.

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Part C

| Red Hat Enterprise Linux v5.8 licences - standard support | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CI Name | Company | Tag Number | Serial No. | System Role | Hardware | Manufacturer | Type | Red Hat Enterprise Linux | Qty | Underlying sockets | Desired Support level | Start Date for RfQ | End Date (3) | Price £ (3) |
| PDC2ORA001 | Transport for London | 1275244 | C7C9125DQF | Oracle Grid | BL495 | Hewlett Packard | Production | v5.8 | 1 | Socket Designation: Proc 2 | standard level | 30-Nov-17 | 31-Mar-21 | █ |
| PDC2ORA002 | Transport for London | 1275396 | CZC9125DNC | Oracle Grid | BL495 | Hewlett Packard | Production | v5.8 | 1 | Socket Designation: Proc 2 | standard level | 30-Nov-17 | 31-Mar-21 | █ |
| PDC2ORA003 | Transport for London | 1275442 | CZC9125DP8 | Oracle Grid / CSEP | BL495 | Hewlett Packard | Production | v5.8 | 1 | Socket Designation: Proc 2 | standard level | 30-Nov-17 | 31-Mar-21 | █ |
| | | | | | | | | | | | | | Total | █ |

# Appendix 2 – Red Hat EULA

## END USER LICENSE AGREEMENT

## RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS

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**4. Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. **To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.**

**5. Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("**EAR**"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfers the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict

the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

*End User License Agreement Page 2 of 2*
*Red Hat® Enterprise Linux® and Red Hat Applications November 2010*

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**7. General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.